

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Budget, Finance and Facilities Committee**

**Meeting Materials  
October 5, 2022**

FLORIDA **A&M** UNIVERSITY  
Board of Trustees

**Budget, Finance and Facilities Committee Meeting**

Wednesday, October 5, 2022

8:30 AM

Location: Grand Ballroom

**Committee Members:** Kimberly Moore, Chair  
Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig Reed and Kenny Stone

**AGENDA**

- |     |               |                    |
|-----|---------------|--------------------|
| I.  | Call to Order | Trustee Moore      |
| II. | Roll Call     | Dr. Lynn B. Turner |

**ACTION ITEMS**

- |      |   |                      |
|------|---|----------------------|
| III. | Minutes from the August 2, 2022 Committee Meeting | Trustee Moore        |
| IV.  | Tremco Incorporated Roofing Systems Contract      | Dr. Gloria J. Walker |

**INFORMATION ITEMS**

- |       |  |   |
|-------|--|---|
| V.    | Vice President for Finance and Administration's Report         | Dr. Gloria J. Walker  |
|       | a. Financial Status Report / Quarterly Budget Review           |   |
|       | b. Quarterly Spend Report on Select IT-related Vendors         |   |
|       | c. Report on MWBE  |   |
|       | d. Compensation Study Update                                   |   |
|       | e. Project Updates - University Construction / Operations      |   |
|       | f. Deferred Maintenance Plan                                   |   |
|       | g. Master Plan Update  |   |
| VI.   | Brooksville Project Update                                     | Dr. Fred Gainous  |
| VII.  | Student Housing Construction Plan                              | Dr. Gloria J. Walker,<br>Dr. William Hudson, Jr.<br>and Attorney David Self |
| VIII. | Stimulus Funding Expenditure Report to Date                    | Dr. Erick Akins   |
| IX.   | Budget, Finance and Facilities Committee Action Plan 2022-2023 | Trustee Moore   |
| X.    | Adjournment  | Trustee Moore   |

**Supplemental Document:** List of Contracts over \$100,000

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Action Item:**  
Minutes  
August 2, 2022

FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
ACTION ITEM

**Budget, Finance and Facilities Committee**  
Wednesday, October 5, 2022  
Agenda Item: III

**Subject:** Minutes from the August 2, 2022 Committee Meeting

**Rationale/Summary:**

In accordance with the Florida Statutes, a governing body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

**Recommendation:** Staff recommends approval of the August 2, 2022 minutes.

**Attachments:** Yes

1. Budget, Finance and Facilities Committee Meeting Minutes (August 2, 2022)

# FLORIDA **A&M** UNIVERSITY

## Board of Trustees

### Special Budget, Finance and Facilities Committee Meeting

Trustee Kimberly Moore, Committee Chair  
Tuesday, August 2, 2022 Location: Virtual Meeting

## MINUTES

**Committee Members Present:** Kimberly Moore, Otis Cliatt, Thomas Dortch, Kelvin Lawson, Belvin Perry, Craig and Kenny Stone

### Call to Order/Roll Call

Chair Moore called the meeting to order. Dr. Turner called the roll. A quorum was present.

## ACTION ITEMS

### Approval of Minutes – June 1, 2022.

There were no revisions to the minutes.

*The motion to approve this action item was carried.*

### Property Acquisition

President Robinson provided perspective on the need for the property acquisition stating two major reasons: 1) to provide a short-term solution that will provide long-term implications of FAMU having additional housing in its inventory to accommodate student on-campus housing demands, and 2) to provide a presence for FAMU beyond the main campus boundaries between FAMU Way and Eugenia streets. President Robinson added that the proposed property is located in a highly visible and productive region of the Tallahassee community where other new developments are being constructed. VP Gloria Walker shared photos that depicted the parcels of land containing approximately 116 beds and 1.3 acres of unimproved land. Appraisals and financial analyses are in process. Additionally, inspections are scheduled to assess environmental and physical conditions of the property. Recommended was the approval of the University President to negotiate and enter into an agreement for the purchase of real estate and properties from identified Sellers for the amount not to exceed \$14 million.

#### Questions/Comments re: Property Acquisition

- Trustee Lawson asked if there was a need for a safety barrier on the property such as black wrought iron fencing.  
*Response: Chief Terrence Calloway suggested in addition to the black wrought iron fencing, there needs to be a brick barrier, cameras, blue light phones, video cameras, and gates at entry ways.*
- Trustee Reed asked about the process or strategy for students that currently reside at the property after the property is acquired by FAMU.  
*Response: VP Walker indicated that the current property owners will notify the students that they are selling the property and that they will need to terminate their contracts within a 90-day period.*
- Trustee Lawson requested that staff keep the BOG facilities team apprised of building and land acquisitions.  
*Response: President Robinson assured that the University will continue to engage with and keep the BOG apprised.*

*The motion to approve this action item was carried.*

### State Contracts and State Piggyback Vendors: Data Set Ready, Inc., Signal House Communications, Presidio Network Solution, LLC

VP Walker requested approval to negotiate and authorize the President to enter or extend existing agreements with Data Set Ready, Inc., Signal House Communications and Presidio for fiscal year 2023 up to \$10 million for each of the three vendors. These suppliers are state-contract vendors having completed the solicitation process and contracted with the

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Florida Department of Management Services to offer fixed unit pricing for goods and services. Approval of this request ensures continuation of IT-related work throughout the University without stoppage and frequent approvals by the Board when a project should exceed \$1 million.

Questions/Comments re: State Contracts and State Piggyback Vendors

- Trustee Lawson asked if there are opportunities for Women or Minority owned businesses to benefit.  
*Response: President Robinson indicated that Data Set Ready, one of the three vendors, is a minority-owned business. While remaining in compliance with applicable guidelines, President Robinson assured that FAMU always attempts to include minority-owned vendors to provide goods and services needed. VP Robert Seniors added that the other two vendors have specialized goods and services.*
- Trustees expressed the need for more details to include prioritized list of critical projects, along with estimated dollar amounts and timeline for project start (i.e. within 3, 6 or 9 months).
- President Robinson commented that the many of the IT-related issues that needed to be addressed are on-going issues to include infrastructure and cybersecurity concerns.

*The motion was approved for staff to re-present the agenda item during the August 11, 2022 BOT Retreat with more detail to include a prioritized list of critical projects.*

**Revised Capital Improvement Plan (CIP)**

VP Walker shared that the Florida Board of Governors (BOG) revised its PECO scoring methodology. Subsequently, BOG has given universities the opportunity to re-prioritize projects listed on their Five-Year Capital Improvement Plan (CIP). Therefore, staff seeks to move Howard Hall from Priority 5 to Priority 2 on the CIP listing.

Questions/Comments re: Revised Capital Improvement Plan (CIP)

- Trustee Reed asked how do staff rank the projects on the CIP list.  
*Response: VP Walker explained that the ranking is based on several factors including the building's age, no recent request for state funding and the need for ADA approval. VP Walker further added that there is a detailed scoring criterion used (provided in the committee materials).*
- Trustee Reed asked if there was support from federal dollars available.  
*Response: VP Walker indicated that we continue to search and seek federal dollars for building repairs and upgrades.*

*The motion to approve this action item was carried.*

**The meeting adjourned.**

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Action Item:**

**Tremco Incorporated Roofing Systems Contract**

FLORIDA **A&M** UNIVERSITY  
 Board of Trustees  
 ACTION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item: IV

**Subject:** Tremco Incorporated Roofing Systems Contract  
 (Weatherproofing Technologies an Affiliate of Tremco CPG, Inc.)

**Rationale/Summary:** This agenda items relates to the repair of existing building envelope systems on various projects across campus. Those projects include but are not limited to the School of Architecture, Coleman Library, School of Journalism, School of Business and Investment, Benjamin Perry Building and Plant Operations.

This supplier will provide roofing systems, exterior building maintenance, products and related services under E & I Cooperative RFP #683478. This agreement is utilized by Florida A & M University as well as by other institutions in the SUS and state agencies. Each agency or institution may sign an individual agreement in order to receive additional savings and to meet the Board of Governors' requirement for using piggyback agreements.

**Recommendation:**

The staff seeks the Board of Trustees' approval of the E&I agreements substantially in the form set forth in Exhibit B for fiscal year 2023 and for the following specific projects that exceed the President's \$1M signature authority.

Fiscal Year 2022-2023	
Description of Project* or Items	Projected Total Amount of Project
<b>School of Architecture</b>	
Roof Replacement	\$1,000,000
<b>Coleman Library</b>	
Roof Replacement	\$1,315,000

**Attachments:** Yes

1. Exhibit A: List of Projects
2. Exhibit B: E & I Agreement



## Tremco Incorporated Roofing Systems - List of Projects

Fiscal Year 2022-2023	
Description of Project* or Items	Projected Total Amount of Project
<b>School of Architecture</b>	
Roof Replacement	\$1,000,000
Roof Coating	\$608,253
Racade Sestoration	\$251,917
<b>Coleman Library</b>	
Roof Replacement	\$1,315,000
<b>School of Journalism</b>	
Façade Restoration	\$145,750
<b>MS Thomas</b>	
Façade Restoration	\$347,958
<b>School of Business and Investment</b>	
Façade Restoration	\$481,336
<b>Benjamin Perry Building</b>	
Façade Restoration.Miscellaneous	\$8,900
<b>FY 2023 Total</b>	<b>\$4,159,114</b>



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*Master Agreement*

Weatherproofing Technologies, Inc. a wholly owned Subsidiary of Tremco Incorporated  
Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services  
Master Agreement Number EI00059~2021MA  
March 1, 2021

This Master Agreement (the “Agreement”) is effective as of March 1, 2021 by and between Weatherproofing Technologies, Inc. a wholly owned Subsidiary of Tremco Incorporated, a Delaware corporation with offices located at 3735 Green Road, Beachwood, Ohio 44122-5705 (hereinafter referenced as the “Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as “E&I”).

This Agreement has been established based on RFP# 683478 for Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services, all addenda, Supplier response, best and final offer, and negotiations.

**I. Scope**

This National Agreement shall apply to all E&I member institutions (as listed in the Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries, and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a member.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its members. Any purchases made under this Agreement shall be made by the individual participating member institutions and any resulting contract shall be between the member and the Supplier.

**II. Term of Agreement**

The Agreement term will be for five (5) years, effective 03/01/2021 through 02/28/2026, with one (1), five (5) year renewal. Prior to the end of the initial term the program will be evaluated in overall context and performance. Exercise of any renewal will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

**III. Pricing**

Pricing for material will be based on the then-current Tremco pricing and all discount percentages for the products and/or services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Price changes for Installed line-items and Services, identified in Attachment A, are allowed one time per year with 60 days’ prior written notice. Percentage discounts off Supplier’s list price shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Line-item price changes must be approved by E&I. Supplier is authorized to offer members enhanced pricing on a case-by-case basis or under a Member Specific Agreement (“MSA”) and both shall be considered part of this Agreement.

**IV. EDGAR Provisions**

Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Attachment C, EDGAR Certifications.

**V. Terms and Conditions**

Unless otherwise superseded by the terms and conditions of the contracting member institution, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect.

**VI. Entire Agreement**

This Agreement together with the Attachments annexed hereto, constitutes the entire agreement between the parties and except as set forth in paragraph B37 hereof supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act may only be released after execution of this Agreement.

**VII. Member List**

The Official list of E&I member institutions will be sent to the Supplier via an electronic file from E&I Member Relations upon execution of this Agreement.



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**VIII. Signatures**

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

Weatherproofing Technologies, Inc. a wholly owned  
Subsidiary of Tremco Incorporated  
Supplier

E&I Cooperative Services, Inc

DocuSigned by:

*Thomas Cummings/ys*

E75966E8B1D148B...  
Signature

DocuSigned by:

*Gary D. Link*

81C8F65B6DAC440...  
Signature

Thomas Cummings/ys  
Printed Name

Gary D. Link, C.P.M.  
Printed Name

Title

Chief Business Development Officer  
Title

2/10/2021 | 10:07 AM EST  
Date

2/10/2021 | 10:13 AM EST  
Date



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## Attachment A

### Pricing/Discount Schedule

Contract Pricing through this Agreement is available as a Turnkey service, materials only and through the WTI National Cooperative Contractor's Network (NCCN). Details about the NCCN program are in Attachment D.

Price List – See file named “Attachment A - Price List for WTI-Tremco”.

### Relevant Terms

#### A1. Customer Support

Supplier shall provide a single point of contact plus a backup for each member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

#### A2. Orders

All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions.

#### A3. Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the member. Invoices and payment terms must comply with the requirements of each member. The member placing the order with the Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

If a member does not specify payment terms, the default payment term for members shall include invoicing at time of billing or delivery completion, whichever is later. Payments would then be made within thirty (30) days after receipt of a valid invoice or delivery, whichever is later.

Cash discounts for prompt payment may be offered to any member from the date of receipt and acceptance of products or the invoices, whichever is later. Supplier is encouraged to offer/propose cash discounts for expedited payment of invoices rendered under this Agreement. Negotiated cash discounts with member institutions for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

#### A4. Order Fulfillment, Distribution, and Installation Agreements

Order Accuracy rate shall be maintained at 95% or greater. Order Accuracy rate is defined as “the number of items delivered as ordered divided by the total number of items ordered.”

Order Fill rate shall be maintained at 98% or greater. Order Fill rate is defined as “the number of items on an order filled completely as ordered divided by to the total number of lines on an order.”

Supplier, within twenty-four (24) hours after receiving a purchase order, shall notify the member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage
- Plan of action (when delivery may be expected or suggested replacement)



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Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

**A5. Delivery – See Attachment B1**

**A6. Member Specific Agreement (MSA) – See Attachment B1**

**A7. Third Party Distributors/Subcontractors – See Attachment B1**

**A8. Substitutions**

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member. All remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized in writing by the member.

**A9. Minimum Orders**

Supplier shall specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

**A10. Supplemental Charges**

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and/or services provided including additional shipping charges, cost of products, delivery, freight fuel surcharges, installation or any other charges incurred by the member. If Supplier offers multiple pricing options (i.e. drop ship, inside delivery, delivered and installed) they shall be specified herein. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment.

**A11. Emergency Purchases**

Members reserve the right to make purchases of items included under this Agreement when emergency conditions exist. All emergency purchases shall be reported as regular sales to E&I.

**A12. Storage**

If applicable, Supplier or Dealer shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

**A13. Tracking Lost and Damaged Shipments**

If Supplier fails to deliver, or erroneously delivers products, Supplier shall take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier shall immediately contact member and forward a confirming damage report detailing the damages. Supplier shall track all shipments and provide order status to members.

**A14. Returns – Defective and Non-Conforming Products or Services**

If any products or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications or any other provisions of the Agreement or member's purchase order, any of the following remedies shall be available to the member:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective products and services at the Supplier's own expense.
- Cancellation: member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier and any payments made by member for products or services purchased shall be refunded by the Supplier and/or its agents.



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- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such products at its own expense and if the Supplier fails to remove such products, member may return all or any portion of such products at the expense of Supplier.
- Risk of Loss and Storage: All products shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Supplier Liability: The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and/or a member order.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier is responsible to make sure that service agreements are available to the member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

#### **A15. Reasons for Return or Credit**

The Supplier shall accept the following as reasons for return or credit:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped. The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

Supplier and/or its agents will issue credit with waiver of any claims against member.

#### **A16. Restocking Policy**

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Inventory is returned within 24 hours of delivery.
- Inventory is returned but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 10% of the value of the items needing re-stocking.

#### **A17. Warranty and Product Condition of Sale – See Attachment B1**

#### **A18. Extended Warranty Option – See Attachment B1**

#### **A19. User Manuals**

Supplier shall provide on-line links to original instruction manuals for each unit ordered, including complete documentation on all components used. Electronic notification of bulletins, revisions and corrections shall be provided as they are issued. Instruction manuals shall contain:

- Definition of equipment capabilities.
- Technical description of equipment operation.
- Description of malfunction identification.
- Troubleshooting procedures.
- Detailed schematics.
- Installation and use instructions.
- Operating system software manual.



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**A20. New and Discontinued Products – See Attachment B1**

**A21. Replacement Parts**

If Supplier offers replacement parts, then a separate category of “Replacement Parts” pricing should be added to the proposed discount structure.

**A22. Business Review Meetings**

To maintain a partnership between the member and the Supplier, members may require business review meetings. These meeting shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance.
- Review of minimum required reports (as described in section A23).

**A23. Reporting – See Attachment B1**

**A24. Employee Purchase Program – N/A**

**A25. Samples**

If requested, Supplier shall provide samples of the products for evaluation free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.



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## **Attachment B**

### **E&I General Terms and Conditions**

#### **B1. Interpretation, Enforcement and Forum of Laws**

For disputes between the member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed and interpreted solely in accordance with the laws of the State of New York, and the venue of any action shall lie in the appropriate federal or state courts located in the State of New York.

#### **B2. Compliance with Laws**

Supplier warrants and certifies that in the performance of this Agreement, it has complied with and will comply with all applicable federal, state, and local laws, statutes, rules, regulations and orders, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

#### **B3. Funding Provided by Federal Contracts or Grants**

Where Federal Contracts or Grants provide funding to members, it is the responsibility of the Supplier and the member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements.

#### **B4. Insolvency**

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

#### **B5. Assignments**

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

#### **B6. Resale – N/A**

#### **B7. Patent Trademark and Copyright Infringement**

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at its own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and members harmless from any and all losses, expenses, claims or judgments, including reasonable legal fees, arising out of cases of such infringement.

#### **B8. Use of Name, Logos, etc. in Advertising**

Supplier agrees not to refer to this Agreement or use the logo of E&I or any of its members in any advertising material of any kind without the expressed written permission of E&I. E&I agrees not to refer to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

#### **B9. Transactions between Supplier and E&I Member**

The purchase of products and/or services by a member from Supplier is a transaction solely between member and Supplier. Supplier acknowledges that E&I makes no representation or commitment that any quantities will be purchased, or services utilized and agrees that E&I shall have no liability relating to member decisions to purchase or not purchase Supplier products or to use or not use Supplier services. It is understood and agreed that if any litigation arises between Supplier and any member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable legal fees.





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**B10. Education Pricing/Pricing Parity – See Attachment B1**

**B11. Responsibility for Damage Claims**

The Supplier shall hold harmless E&I and the member from all suits, actions or claims brought on account of any injuries or damages sustained by any person or property as a consequence of any neglect in safeguarding the work by the Supplier; or from claims or amounts arising or recovered under the “Workman’s Compensation Law” or any other laws. Supplier shall be responsible for all damage or injury to property occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on its part or on the part of any of its employees, in the manner or method of executing the work; or from its failure to execute the work properly; until all claims have been settled and suitable evidence to that effect furnished to E&I and the member.

**B12. Protection of Property and Liability**

The Supplier shall take care not to damage the premises or the property of others, and in case such damage occurs as the result of operations under this contract, Supplier shall make appropriate restitution. If the Supplier fails to pay for damage, the amount of such damage may be deducted from any remaining balance due to the Supplier or may be processed as a breach of contract to the full extent the law allows.

**B13. Indemnification of E&I and Member**

Supplier agrees to indemnify and hold harmless E&I and its members from and against all liability, to the extent of and in proportion to, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from property damage or injuries incurred by or to any third party, the member or its officers, agents, servants and employees by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any products and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the member, E&I or its employees. Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all suits and to investigate and participate fully in the defense of the Member (in accordance with the statutes of the State where the Member resides) and/or E&I against any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

**B14. Insurance**

If fabrication, construction, installation, service or other work is specified to be conducted on member’s premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker’s compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the member to arrange for such coverage with the Supplier. Supplier shall furnish to member satisfactory proof of such insurance coverage prior to commencement of the work.

**B15. Licenses/Permits/Taxes and Tax-Exempt Status**

Supplier shall be responsible for obtaining all permits, licenses, and bonding, to comply with the rules and regulations of any state, federal, municipal, or county laws or any city government, bureau, or department applicable and assume all liability for all applicable taxes.

E&I is a non-profit corporation. Members are 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier shall collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at



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the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each member. If sales to member are exempt from such taxes, member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

**B16. Americans With Disabilities Act and Rehabilitation Act**

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and applicable federal regulations. All electronic and information technology and products and services to be used by E&I member institutions' faculty/staff, students program participants or other constituencies must be compliant with the Americans With Disabilities Act and Section 508 of the Rehabilitation Act of 1973, as amended from time to time. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective manner, with substantially equivalent ease of use.

**B17. Compliance with Immigration Reform and Control Act of 1986**

Supplier is aware of, is fully informed, and in full compliance with its obligations under the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act in both its present form and any future requirements passed under said Act.

**B18. Alcohol, Tobacco & Drug Rules and Regulations**

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside member's buildings. The Supplier shall comply with this tobacco-free policy. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

**B19. Non-Appropriation of Funds**

An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

**B20. Weapons, Explosive Devices and Fireworks**

Supplier agrees that neither its employees or agents nor its subcontractors, their employees or agents shall use, possess, display or store any weapon, explosive device or fireworks on all land and buildings owned, leased or under the control of E&I member institutions or their affiliated or related entities, unless written permission is given by the commanding officer of the member's police department or a designated representative. Notification by Supplier to all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees or licensees of Supplier ("Supplier Notification Parties") is a requirement of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.

**B21. Equal Opportunity and Non-Discrimination**

The parties will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, including but not limited to the Americans with Disabilities Act.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and



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implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The provisions of Section 202 of Executive Order 11246.41 CFR 60-1.1 CFR 60-250.4 and 41 CFR 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

If applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**B22. Sexual Harassment**

Title IX protects individuals from discrimination based on sex, including sexual harassment. E&I fosters an environment that is built on respect and free of sexual harassment. Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

**B23. Employee Documentation**

At any time during the term of the Agreement, a member may require Supplier to provide a complete dossier of each employee who has been given an assignment at the member institution. This may include employment history, education, job references, certificates and licenses, conviction records and documentation of random drug testing.

**B24. Expropriation**

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

**B25. Hazardous Materials and OSHA Communication Standards**

The Supplier shall be responsible for providing Material Safety Data Sheets (MSDS) to the appropriate user(s). The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of notification, the Supplier shall retrieve hazardous materials that are delivered in error. The Supplier shall safely and legally dispose of all hazardous materials generated in the performance of this Agreement. In addition, the Supplier shall provide its employees with chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall provide E&I and its members with safety/recall updates for any equipment/products provided.

**B26. Compliance with Specifications**

The Supplier warrants that all products supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein, shall be merchantable of good quality and workmanship and free from defect. The Supplier also warrants that all products covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges; after 60 days of storage, products may be disposed of without cost to member, at Supplier's expense. Neither receipt of products nor payment therefor shall constitute a waiver of this provision.

Supplier also warrants that all of the services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform, that Supplier owns or has sufficient rights in all products and services to



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be delivered by Supplier, that the products and services delivered by Supplier will not infringe upon or violate any intellectual property of any third parties, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

**B27. Gratuities**

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

**B28. Covenant Against Contingency Fees**

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any member to secure or influence the decision to award this Agreement to Supplier.

**B29. Suspension or Debarment**

Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

Supplier certifies that the Supplier and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable State statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

**B30. Conflict of Interest**

To avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

**B31. Strikes or Lockouts**

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any member, as a result of such job action, shall be reimbursed by the Supplier.

**B32. Force Majeure**

Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, or failure of a public regulated utility or governmental statutes or regulations superimposed after the fact (Force Majeure). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.



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**B33. Modification of Terms**

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

**B34. Termination for Convenience**

E&I may terminate this Agreement for any reason (convenience) without penalty or liability of any kind by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

**B35. Termination for Default**

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14<sup>th</sup>) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance.

**B36. Continuation of Performance Through Termination**

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

**B37. Holdover Clause – See Attachment B1**

**B38. Independent Audit**

Members may, for a period of three years after expiration of this Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. The audit will be conducted by member and/or its designee. Supplier shall provide member with access to records. The audit may address any or all of the following conditions and may not be limited to the stated conditions: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.

**B39. Open Records**

All information, documentation, and other materials submitted by Supplier in response to the solicitation or under this Agreement may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

**B40. Student Educational Records.**

Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). Supplier will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from Member or as otherwise provided by law.

**B41. Strict Compliance**

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

**B42. Limitation of Liability**

Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages or multiple damages arising out of or in connection with this agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

**B43. Letter of Participation- See Attachment B1**

**B44. Confidentiality**

In the course of the performance of this Agreement, either party (the "Recipient") acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession



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of the other party (“Owner”). Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party without the written consent of owner or unless required by law, regulation, or accounting oversight body. “Confidential Information” means information, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature. Confidential Information does not include information that (1) becomes public through no breach of Recipient; (2) Recipient rightfully receives from a third party without restriction; (3) Recipient develops it independently or already had knowledge of such information prior to disclosure by Owner; and (4) Owner gives to any third party without confidentiality limitations. All Confidential Information will be considered trade secrets and will be entitled to all protections under the law for trade secrets. The parties’ obligations under this section will survive the termination of this Agreement.

**B45. Price Gouging Prohibited**

Supplier shall not sell goods or services which are vital and necessary for the health, safety and welfare of consumers to a member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to member of the excessive amount charged.

**B46. Notices**

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient’s email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Ian R. Robbins  
 Vice President, Sourcing & Contracts  
 E&I Cooperative Services, Inc.  
 2 Jericho Plaza, Suite 309  
 Jericho, NY 11753  
[irrobbins@eandi.org](mailto:irrobbins@eandi.org)

If to Supplier: Jane Krivos  
 Director of Cooperative Programs  
 Weatherproofing Technologies, Inc. a wholly owned Subsidiary of Tremco Incorporated  
 3735 Green Road  
 Beachwood, Ohio 44122-5705  
 (216) 292-5000  
[jkrivos@tremcoinc.com](mailto:jkrivos@tremcoinc.com)

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## Attachment B-1 Negotiated Terms and Conditions

### A5. Delivery

Deliveries to members range from but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the member. On-time delivery shall be maintained at 95% or greater. On-time delivery is defined as delivery of order within the specified delivery time frame after the placement of order. Orders will be defined as late without approved notification. The Supplier shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the member at the F.O.B. destination point or after installation by authorized dealer/representative. The title and risk of loss of the products shall not pass to a given member until receipt and acceptance of the products at the point of delivery and or installation. The products furnished shall be delivered:

#### *F.O.B. Destination, Prepaid and Add.*

Selection of a carrier for shipment will be at the Supplier's option unless otherwise specified by the member. If special delivery or handling charges are applicable, they shall be pre-approved by the order initiator.

The Supplier shall maintain records evidencing the delivery of products and upon request by the member provide such proof of delivery.

### A6. Member Specific Agreement (MSA)

Member and Supplier may enter into a separate member specific agreement to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., invoice requirements, ordering requirements, on campus service, specialized delivery, etc. Any member specific agreement developed is exclusively between the member and Supplier. In addition, where a member is represented by a third-party, such as an Energy Service Company (ESCO) or property manager, acting on behalf of the member, the third-party will also be able to avail itself of this Agreement. E&I, its agents, and employees shall not be made a party or parties to any claim for breach of such agreements.

### A7. Third Party Distributors/Subcontractors/National Cooperative Contractor Network ("NCCN")

If Supplier chooses to subcontract any service or delivery of the products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the member. If a contractor under the NCCN is utilized, Supplier shall ensure that such contractor will be bound by the terms and conditions herein.

### A17. Warranty and Product Condition of Sale

At a minimum, there shall be a three (3) year warranty from the date of substantial completion to include parts, labor and travel. For third party providers, the manufacturer's standard warranty shall apply. Lifetime warranties shall remain in force regardless of whether the resulting agreement is still in place.

Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member. Supplier shall track the product warranty for all products sold to member. Loaner products shall be made available while member's equipment is out for warranty repair.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine.
- Free from material defects in content and materials.
- Provided as per manufacturer's requirements.
- Sold or manufactured via legal and reputable channels.



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#### **A18. Extended Warranty Option**

Supplier offers a number of warranty options on original installation as well as warranty renewals and extensions that will be made available to E&I Members. These options are available in Attachment A. The same terms and conditions that apply to the standard warranty coverage shall apply during any additional renewal or extension years of ownership.

#### **A20. New and Discontinued Products**

The Supplier shall notify E&I and the membership of any new or discontinued products by providing E&I the then-current price books. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products, then a separate category of “New Products” pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier shall clearly indicate the number of months products are considered as “new products.”

#### **A23. Reporting**

At a minimum, the following reports shall be provided to members, as requested, in an electronic format on a quarterly basis:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price, total sales price (total quantity shipped x sales price), method of payment, department.
- Overall order accuracy.
- Number of orders returned due to Customer error.
- Total re-stocking charges (\$) applied.
- Number of orders returned due to Supplier error.
- Total dollar value of surcharges, transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e., company news, systems failures, product recalls, etc.

#### **B10. Education Pricing/Price Warranty/Market Competitive Guarantee**

Supplier represents and warrants that the prices set forth in Attachment A, and during the term of this Agreement, shall remain market competitive (“Market Competitive Guarantee”). If, during the term of this Agreement, E&I receives information from any source that Supplier is not in compliance with the Market Competitive Guarantee, Supplier shall, within ten (10) days of receiving written notice of such non-compliance, either (i) advise E&I of all adjustments necessary to ensure compliance with the Market Competitive Guarantee and make all such adjustments within thirty (30) days, unless other time arrangements have been made; or (ii) provide documentation refuting the allegations if non-compliance, in which case, the parties shall work in good faith to resolve the dispute.

#### **B37. Holdover Clause**

This holdover clause authorizes Supplier to continue to provide products and services pursuant to any quotation or, purchase order discussed, or to an executed MSA prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the MSA. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

#### **B43. Letter of Participation**

E&I Members will complete an online form (“Letter of Participation”) indicating their desire to purchase products and/or services offered under this Agreement. The content and format of the Letter of Participation is at the sole discretion of E&I. At a minimum, the Letter of Participation will contain the following fields: First Name, Last Name, Title, Institution Name, Business Unit, Primary Role, Phone, E-mail, and Supplier.

The Letter of Participation shall supersede any previous Member declaration for the purchase of product and services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any renewals and extensions. Supplier shall provide E&I an email address and point of contact for the receipt of Letters of Participation prior to Contract Launch.





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Upon receipt of the Letter of Participation, Supplier shall ensure that the E&I Member (all accounts) will receive the same benefits as other Members, credit all future purchases made through this Agreement to E&I Member and E&I whether an existing or new client of Supplier (the effective date for this action is the date the Member submits the Letter of Participation); provide E&I Member a confirmation email message within 24 hours of its receipt of the Letter of Participation.

Notwithstanding the forgoing, Any E&I Members who are existing customers of Supplier will automatically be converted to this Agreement (unless the E&I Member elects to opt out through written notification). The effective date of this automatic conversion shall be the effective date of this Agreement.



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## Attachment C EDGAR Certifications

When an E&I Member seeks to procure goods and services using funds under a federal grant or contract ("federal funds"), specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "new EDGAR"). All Suppliers submitting proposals must complete this EDGAR Certification Form regarding Supplier's willingness and ability to comply with certain requirements that may be applicable to specific E&I Member purchases using federal funds. This completed form will be made available to E&I Members for their use while considering their purchasing options. E&I Members may also require Supplier to enter into ancillary agreements, in addition to E&I's Master Agreement's general terms and conditions, to address the Member's specific contractual needs, including but not limited to, contract requirements for a procurement using federal funds.

The following certifications and provisions are required and apply when Members expend federal funds for any contract resulting from this procurement process. Members will provide notification to Supplier, in writing, if federal funds are to be used and thus these requirements met.

Pursuant to 2 CFR 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to part 200, as applicable, which are detailed in this document. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between E&I and Supplier in all situations where Supplier has been notified by Member (in writing) that Supplier is paid or will be paid with federal funds:**

For each of the items below, Supplier should certify Supplier's agreement and ability to comply, by having Supplier's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, E&I will consider Supplier's response as "NO," the Supplier is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of an E&I Member to purchase from the Supplier using federal funds.

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### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

#### APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Provisions regarding Supplier default are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Supplier violation and breach of contract terms.

Initials of Authorized Representative of Supplier



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**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when Member expends federal funds, Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of termination for cause and/or termination for convenience. Provisions are included in the E&I RFP Attachment B & Master Agreement Attachment B General Terms and Conditions. Any contract awarded will be subject to such E&I Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, E&I Member Ancillary Contract, or Member Construction Contract agreed upon by Supplier and E&I Member, which must be consistent with and protect the E&I Member at least to the same extent as the E&I Terms and Conditions and minimum requirements of law. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting this Proposal, you agree to these termination terms.

JB Initials of Authorized Representative of Supplier

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier agrees that such provision applies to any Member purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Supplier agrees that it shall comply with such provision.**

Pursuant to Federal Rule (C) above, when Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Supplier agree?

- Yes
- Not Applicable \*

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier is conditioned upon Supplier’s acceptance of the wage determination.**



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**The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

*JB*

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**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when Member expends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Member resulting from this procurement process.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

JB

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**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Member, Supplier certifies that during the term of an award for all contracts by Member resulting from this procurement process, Supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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*Master Agreement*

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, Supplier certifies that currently and during the term of an award for all contracts resulting from this procurement process, neither Supplier nor its principals is presently listed on government-wide exclusions in SAM, is not debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded from participation by any federal department or agency, other than under Executive Order 12549.

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**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Member, Supplier certifies that during the term and after the awarded term of an award for all contracts by Member resulting from this procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**


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When federal funds are expended by Member for any contract resulting from this procurement process, Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 (so long as Member provided notice, in writing, to Supplier that federal funds would be used, as required by E&I policy). Supplier further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**


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When Member expends federal funds for any contract resulting from this procurement process, Supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Supplier agree?

**Yes****Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**


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It is the policy of E&I and its Members not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Supplier agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Supplier further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**


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Supplier certifies that Supplier is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules for free and open competition.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_  
\_\_\_\_\_

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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When federal funds are used, Supplier agrees that the Member’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier’s personnel for the purpose of interview and discussion relating to such documents.

JB Initials of Authorized Representative of Supplier

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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**CERTIFICATION OF COMPLIANCE WITH PROCUREMENT OF RECOVERED MATERIALS**

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Supplier agrees that where applicable, it will comply with Section 6002 of the Solid Waste Disposal Act.

Does Supplier agree?





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- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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**CERTIFICATION OF PROFIT AS SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$150,000, a member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a member, supplier agrees to provide information and negotiate with the member regarding profit as a separate element of the price for a particular purchase. However, supplier agrees that the total price, including profit, charged by supplier to the member shall not exceed the awarded pricing, including any applicable discount, under Supplier's Cooperative Contract.

Does Supplier agree?

- Yes**
- Not Applicable \***

\* Non-Applicability Agreement: Supplier certifies that this section is not applicable to Supplier. Supplier shall state reason for non-applicability. Supplier further certifies that if this section does become applicable, then Supplier will comply with this section and immediately notify E&I and all affected members, in writing, of such applicability and immediately complete respective certifications.

Reason for Non-Applicability: \_\_\_\_\_

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**CERTIFICATION OF GENERAL COMPLIANCE AND COOPERATION WITH E&I MEMBERS**

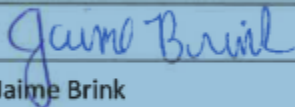
In addition to the foregoing specific requirements, Supplier agrees, in accepting any Purchase Order from a Member, it shall make a good faith effort to work with members to provide such information and to satisfy such requirements as may apply to a particular Member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

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**SUPPLIER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT SUPPLIER CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

<b>Supplier Name</b>	Weatherproofing Technologies, Inc.		
<b>Authorized Representative</b>			
<b>Signature:</b>		<b>Date:</b>	9/22/2020
<b>Printed Name:</b>	Jaime Brink		
<b>Title:</b>	VP-Chief Financial Officer and Treasurer		
<b>Phone:</b>	(216) 514-7546	<b>Email:</b>	jbrink@tremcoinc.com



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## Attachment D National Cooperative Contracting Network

### Value Add—The Contractor Network Delivery Program.

In-Network Contractor resources available to perform for Educational & Institutional Cooperative Services, Inc. (E&I) Members. Weatherproofing Technologies, Inc. (WTI) has created The National Cooperative Contractor Network that provides a unique and compliant method for qualifying members to directly obtain the services of best in class, pre-qualified and local contractors (NCCN).

The following aspects are incorporated in The Contractor Network Delivery Program:

1. WTI's Contractor Network Delivery Model is a compliant method for E&I members to purchase roofing and building envelope related solutions and services through NCCN Installers that are included within the E&I WTI Roofing Contract. These Installers are companies that have been fully vetted, having met the stringent criteria of the Program, have agreed to the E&I Terms and Conditions, and are authorized to provide roofing and roofing related services under WTI's E&I Roofing and Related Services contract EI00059~2021MA. WTI's parent Company, Tremco, administers this program to provide high standards of service and quality.
2. The contractors that are In-Network are independently owned contractors that are party to the Weatherproofing Technologies Inc.'s E&I Roofing and Related Services Master Contract.

The companies who are part of the NCCN are considered "In Network." This feature of the contract allows qualifying E&I members to select one or more of the NCCN companies for quoting projects. When engaged, the selected company will serve as the Prime Contractor for the delivery of the specified services.

3. The recommended practice for the issuance of a purchase order or contract that utilizes an In-Network Contractor, is to include the following sample language within the qualifying member's standard purchase order procedure.
  - a. "Purchase order awarded to \_\_\_\_\_ [insert the selected In-Network Contractor] in the amount of \_\_\_\_\_ [insert purchase order amount], in accordance with the Terms and Conditions outlined within the E&I Weatherproofing Technologies, Inc. Master Contract No. EI00059~2021MA and related project documents."
  - b. All contractor network proposals are validated from the most current R.S. Means construction costs data.
4. The NCCN will be updated as contractors are approved and added or removed from the Network. Updated rosters will be sent to E&I as updates are made.

#### A. Information on The Contractor Network Delivery Program

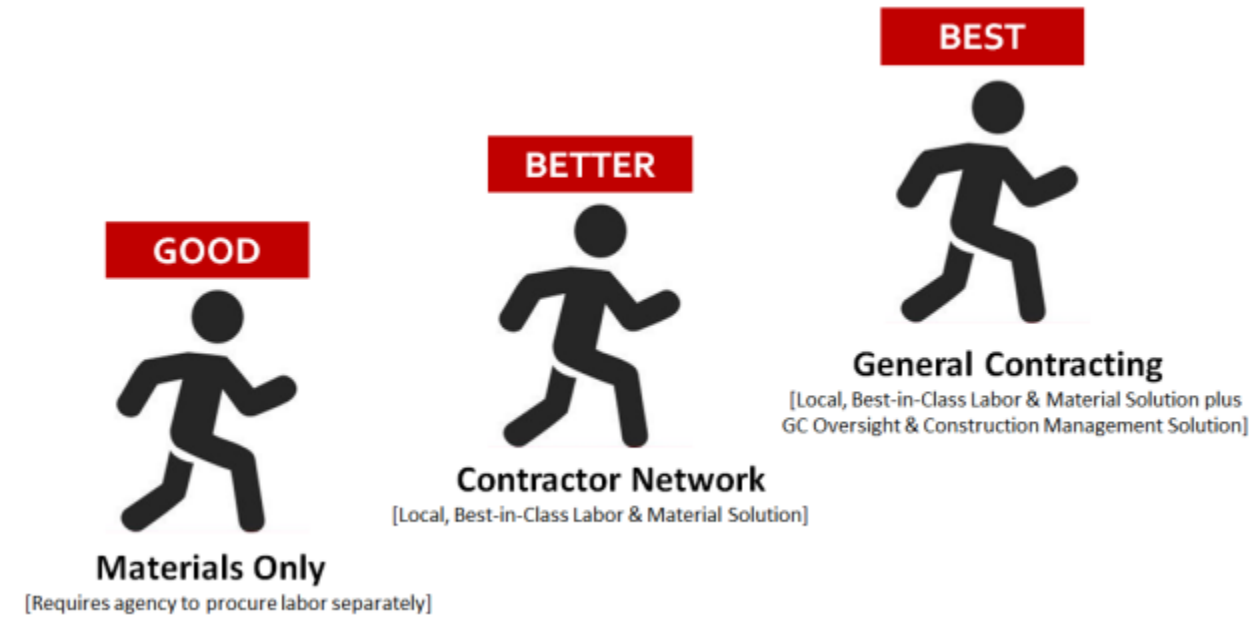
E&I's Roofing and Related Services contract EI00059~2021MA includes the flexibility of two separate and compliant and nationally accepted "methods of delivery" to ensure best value regardless of project size, scope, and location. These are Material Only and General Contracting. The contract provides these two options, in addition to a third delivery model outlined below for each E&I member to execute their roofing, weatherproofing, maintenance, asset management, and related building envelope projects in a manner they choose under this Agreement that was competitively solicited.

WTI and Tremco have developed a unique third method of delivery, The Contractor Network Delivery Program, that is designed to meet the unique needs of each member agency. Considering the geographical jurisdictions of 50 states, The Contractor Network Delivery Program will fit right in the middle of the two current methods, Material Only and General

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Contracting, and provide E&I members the option of selecting a “Good, Better or Best” approach, whichever best suits their business and facility needs. Regardless of which option is chosen, the member qualifies for applicable Tremco and non-Tremco warranties. The method of delivery can change from project-to-project depending on the member’s administration’s best practices and specific needs.

As mentioned, based on the unique needs of each E&I member, they will have the flexibility to select the best Method of Delivery that suits their individual needs as depicted below:



The Contractor Network value add offering allows members to capitalize on a network of highly qualified, contractors to perform roofing and building envelope services under this contract. Within this delivery model offering, Tremco, provides Program Administration to support the NCCN.

This delivery model is significant in that it provides a valuable delivery model for members to utilize the E&I contract, as detailed below. The Contractor Network Delivery Model provides outstanding roofing and building envelope related performance, backed by Tremco’s warranties and maintenance agreements, to provide E&I members comprehensive roofing and building envelope asset management and weatherproofing peace of mind.

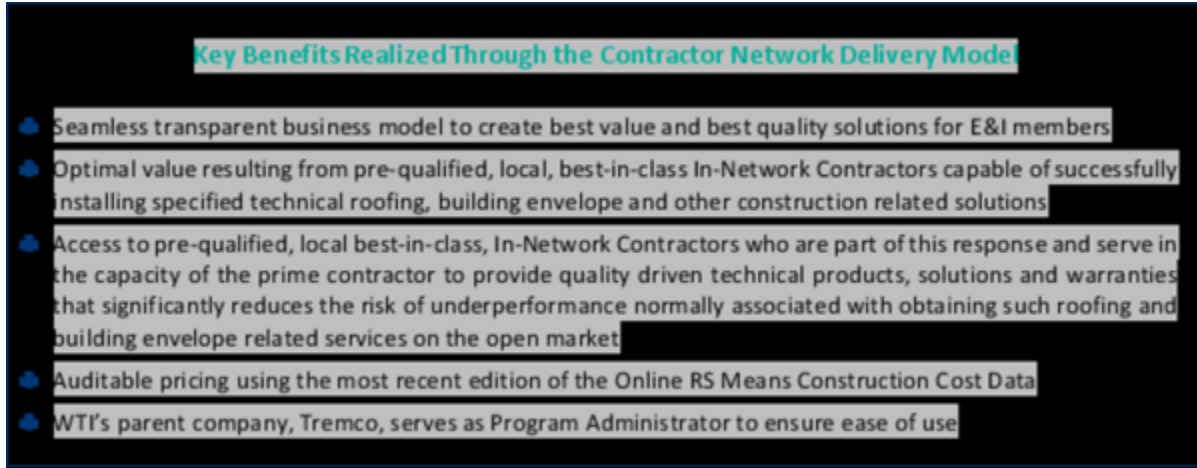
E&I members can procure all their roofing and building envelope solutions such as roof maintenance and repair, diagnostics, restoration, replacement, new construction and building envelope solutions under this method of delivery. The NCCN enables members and qualifying contractors to transparently work together with the assurance that the procurement process meets all state procurement laws, where applicable, and, through the applicator agreement, will meet E&I’s terms and conditions. Best-value public projects are streamlined with the assurance of quality products and installation by local contractors with a proven past performance record. E&I members can rest assured that their projects are being delivered as specified with Tremco providing the same level of warranty that is offered under our General Contract offering.

**Key Benefits of The National Cooperative Contractor Network**

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Some of the key benefits to E&I's members are summarized below.



**Key Benefits Realized Through the Contractor Network Delivery Model**

- Seamless transparent business model to create best value and best quality solutions for E&I members
- Optimal value resulting from pre-qualified, local, best-in-class In-Network Contractors capable of successfully installing specified technical roofing, building envelope and other construction related solutions
- Access to pre-qualified, local best-in-class, In-Network Contractors who are part of this response and serve in the capacity of the prime contractor to provide quality driven technical products, solutions and warranties that significantly reduces the risk of underperformance normally associated with obtaining such roofing and building envelope related services on the open market
- Auditable pricing using the most recent edition of the Online RS Means Construction Cost Data
- WTI's parent company, Tremco, serves as Program Administrator to ensure ease of use

Utilizing this delivery model, WTI and Tremco, provides both technical and administrative support throughout the roofing and/or building envelope project process as well as assumes the responsibilities outlined below.

- Assessment of E&I member needs and budget analysis
- Provides resources necessary for technical specification development, when requested, or works collaboratively when the member provides technical specifications.
- Provides project-specification review for applicable codes and state statutes and the need for additional professional certifications and other responsibilities.
- Provides resources necessary for state and local professional certifications, when requested by the member (provided in accordance with the protocols established by each individual state)
- Provides access to an expanding list of NCCN contractors.
- Attends pre-proposal conferences.
- Provides administrative support, when requested by the member, for review of project proposals and other support as needed.
- Assists in administration between E&I member, WTI and In-Network Contractor.
- Provides technical and other administrative support between the member and selected In-Network Contractor (award phase through project phase and close-out phase).
- Attends construction meetings – pre-construction, progress, and final inspection.
- Monitors contractor performance and measure against stipulated contractor qualification criteria.
- Performs project close out and issuance of construction photos, warranty(s), service manuals and programmed preventative maintenance (TremCare®), when included within the project scope of work.
- Provides programming and preventative maintenance plans to extend the useful life of the member's roofing inventory.
- Administers the NCCN contractors.
- Reviews Contractor Network applications and updates the Contractor Network roster with approved contractors based on established pre-qualified criteria to ensure only financially viable companies with demonstrated past performance are part of the Contractor Network.
- Provides Contractor Network updated rosters to the E&I as updated.

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This value-add delivery model will continue to benefit E&I and its members by providing a proven seamless business model that is fully transparent while allowing for competitive proposals among NCCN contractors to procure roofing and building envelope products, systems and services, as well as other types of systems and solutions.

### Local/Regional Contractor Support

With 565 field resources and 335 sales representatives, WTI brings a comprehensive network of resources to provide high-quality roofing and building envelope related services throughout the US. With field offices, personnel, and pre-qualified contractors nationwide, we can minimize our response times and utilize cost-effective means to promote customer satisfaction. WTI has worked in conjunction with Tremco, with hundreds of contractors, annually. We strive to provide E&I members with access to highly qualified contractors within proximity to the member to the maximum extent possible.

Each company included within the NCCN has previously applied, met, or exceeded the program's stipulated criteria for acceptance, has been fully vetted and previously accepted into The Contractor Network Delivery Program. Each have met the following pre-established selection criteria and meet or exceed standards established by the NRCA, detailed in Table 1.

**Table 1. NRCA Contractor Requirements.**

NRCA Requirements
▪ A Permanent Place of Business
▪ Knowledge of Roofing Systems
▪ Insured and Committed to Safety
▪ Licensed and Bonded
▪ Financial Stability
▪ Application Expertise
▪ Warranty
▪ Completed Projects
▪ Provisions for On-Site Supervision
▪ Professional Maintenance Program

In addition, the contractors in the NCCN must also meet the requirement summarized in Table 2.

**Table 2. Additional Contractor Network Requirements.**

Additional Contractor Network Requirements
▪ Continually meets or exceeds program expectations related to performance, quality, and safety expectations
▪ Provides most disciplines of roofing, such as single ply, modified bituminous, built up, fluid applied restorations (20 to 25-year warranty), metal, shingles or tile, maintenance, repair and/or building envelope
▪ Provides a variety of manufacturer certifications
▪ Ability to provide Class A and UL rated roofing systems per E&I member specification
▪ Works collaboratively with WTI and E&I Members
▪ Financial capacity to insure, bond and execute roofing and building envelope related public works projects
▪ Ability to meet the E&I Master Agreement Terms and Conditions contained in the RFP



Sourcing. Strategy. Savings. Weatherproofing Technologies, Inc. a wholly owned Subsidiary of Tremco Incorporated  
Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services  
Master Agreement Number EI00059~2021MA  
March 1, 2021

The NCCN will be continually reviewed for the purpose of maintaining the highest standards possible. Each contractor within the Network will be reviewed through project-specific and periodic evaluations. The contractors will be evaluated on performance, compliance, activity levels and their demonstrated competency within this business model. The Contractor Network process is designed to provide maximum value to public agencies as we continually add new high performing contractors to the Contractor Network while removing any underperforming contractors from the Network. Contractors are required to complete an on-line application and demonstrate competency in the stipulated criteria above as well as agree to the terms and conditions contained in contract #EI00059~2021MA prior to entering the program.

The contractors within the NCCN may be required to have a specified number of job site inspection days on their projects. These inspection days allow WTI and Tremco, to monitor the In-Network Contractor's performance, verifying the contractor is meeting the project specifications and meeting the public agency's needs.

### Process

WTI and Tremco created the NCCN to meet the needs of public procurement requirements without sacrificing the quality and reliability of construction products and installation services. Under this delivery method, an In-Network Contractor proposes work under WTI's contract in collaboration with Tremco and WTI as administrator of the Contractor Network. Upon project award, the NCCN Contractor will become the Prime Contractor. The In-Network Contractor's proposal is supported by R.S. Means Pricing prepared by an independent professional estimator. RS Means is a nationally accepted Construction Cost Estimating Data Price Book. It has been used by the construction industry for over 70 years as a basis for pricing projects considering every facet of a construction project, including materials, labor, transportation, storage, etc., and utilizes a coefficient based on regional costs. This pricing verification mechanism provides E&I members with the assurance that the pricing is fair and market competitive.

In-Network Contractors work directly with Tremco Technical Representatives to deliver these projects. Tremco's Technical Representatives apply for a Customer Proposal Number (CPN). This number is provided to the In-Network Contractor to track the project from start to finish. The In-Network Contractor includes the terms and conditions established by E&I's Request for Proposal #683478 within their proposals and all project specifications. Tremco, as the administrator, obtains a copy of the purchase order and/or contract issued by the E&I member to the In-Network Contractor. The In-Network Contractor receives payment and, Tremco, as the administrator, collects the administrative fee and transmits it to E&I at the specified percentage.

The project is completed compliantly, transparently and provides E&I and the member with the assurance that their project was performed by a NCCN contractor while meeting the obligations under this contract.

### Pricing

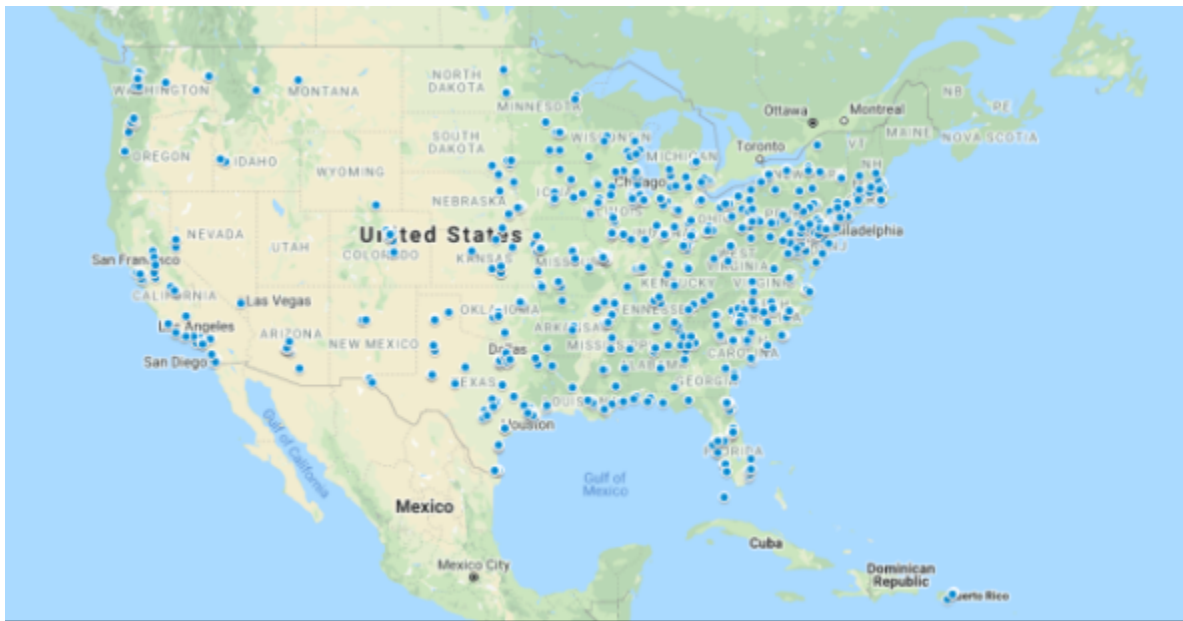
The pricing under The Contractor Network Delivery Model is fully transparent, consistent, and fair. The pricing consists of labor, material and fees associated with addressing the members' roofing, weatherproofing, and building envelope related project needs. The pricing is based upon the design and scope complexity of each individual project. The practices used to develop the pricing will be consistently applied for each project and fully transparent to the member. To achieve this requirement of transparent pricing the In-Network Contractor is required to provide an RS Means line-item estimate. If the In-Network Contractor does not have the capacity to create an RS Means estimate, they must use an independent third-party estimator in their local market. If none exist in the In-Network Contractor's market, Tremco and WTI can recommend qualified third-party construction estimators. These independent estimators are experienced in the use of RS Means pricing means and methods and represent an independent estimate using the most current RS Means construction pricing data.

The pricing will be based on the most current Online RS Means Cost Data, sorted by location codes. Locations are defined as the "closest" code, as dictated by the first three (3) numbers of the E&I member's zip code. This will be used to determine the city location index (CCI) at the E&I's member's site. In addition, the coefficient submitted by WTI with this proposal further modifies the RS Means final price and is less than 1.0 therefore offering E&I members an additional discount. This discounted percentage is applied as a RS Means multiplier/factor of 95%. This factor is applied in the following manner. The In-network contractor will take the RS Means total item cost times .95 as the billable amount. The awarded proposer's labor hours used in the pricing will be consistent with the estimating guidelines established by the most current RS Means Construction Cost Index Guide and will be fully auditable. Prevailing wage rates will be paid according to the requirements of each state.

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March 1, 2021

Figure 1. contains a map representing the NCCN contractors authorized to perform under The Contractor Network Delivery Model. The current NCCN roster includes all contractors that have been vetted and approved to perform work under this contract.

**Figure 1. Nationwide pre-qualified In-Network Contractor resources as of August 2020.**



The NCCN roster, lists the individual pre-qualified In-Network Contractors that are independently owned and part of our RFP response. All contractors are authorized to provide roofing and roofing related services under WTI's E&I Roofing and Related Services contract EI00059~2021MA. A copy of the most current NCCN roster is available upon request.

The required process for the issuance of a purchase order or contract by an E&I member that utilizes an In-Network Contractor, must include the following sample language within the qualifying public agency's standard purchase order procedure:

"Purchase order awarded to {insert selected In-Network Contractor's name}, in the amount of {insert purchase order amount}, in accordance with the Terms and Conditions outlined within E&I's Weatherproofing Technologies, Inc. Master Roofing and Related Services Contract No. EI00059~2021MA and related project documents."



### Certificate Of Completion

Envelope Id: E9920DE55D234816A2AFA612E836F135	Status: Completed
Subject: Signature request on Contract Roofing Systems, Exterior Building Maintenance, Products, Supplies and	
Source Envelope:	
Document Pages: 31	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jaggaer Interface Account
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2 Jericho Plz
	Jericho, NY 11753-1658
	supplierrelations@eandi.org
	IP Address: 199.188.157.82


### Record Tracking

Status: Original 2/3/2021 11:18:42 AM	Holder: Jaggaer Interface Account supplierrelations@eandi.org	Location: DocuSign
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### Signer Events

Thomas Cummings/ys  
 cnelson@tremcoinc.com  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 F75966E8B1D148B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 69.225.36.73

### Timestamp

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 Viewed: 2/10/2021 10:03:18 AM  
 Signed: 2/10/2021 10:07:55 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/10/2021 10:03:18 AM  
 ID: 94bcd3a7-e9b2-4acc-bc3b-6ecabfeaa2eb  
 Company Name: E&I Cooperative Services, Inc.

Gary D. Link, C.P.M.  
 glink@eandi.org  
 Chief Business Development Officer  
 E&I Cooperative Services  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 81C8F65B8DAC440...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 73.23.179.164

Sent: 2/10/2021 10:08:00 AM  
 Viewed: 2/10/2021 10:12:50 AM  
 Signed: 2/10/2021 10:13:02 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Certified Delivered	Security Checked	2/10/2021 10:12:50 AM
Signing Complete	Security Checked	2/10/2021 10:13:02 AM
Completed	Security Checked	2/10/2021 10:13:02 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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From time to time, E&I Cooperative Services, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify E&I Cooperative Services, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by E&I Cooperative Services, Inc. during the course of my relationship with you.



**AMENDMENT NUMBER 1  
TO MASTER AGREEMENT EI00059~2021MA**

**BETWEEN  
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.  
AND  
WEATHERPROOFING TECHNOLOGIES, INC. an affiliate of Tremco CPG Inc.**

This **AMENDMENT NUMBER ONE** (“Amendment”) is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 (“E&I”) and **Weatherproofing Technologies, Inc. an affiliate of Tremco CPG Inc.**, a Delaware corporation with offices located at 3735 Green Road, Beachwood, Ohio 44122-5705 (“Supplier”).

**WHEREAS**, E&I and Supplier are parties to an Agreement for Roofing Systems, Exterior Building Maintenance, Products, Supplies and Related Services, dated March 01, 2021 (“Agreement”); and

**WHEREAS**, the Parties wish to amend said Agreement under the following terms and conditions; and

**NOW THEREFORE**, the Parties do hereby mutually agree as follows:

1. The Supplier has notified E&I that the name of the company has changed from Weatherproofing Technologies, Inc. a wholly owned Subsidiary of Tremco Incorporated to Weatherproofing Technologies, Inc. an affiliate of Tremco CPG Inc.
2. E&I has approved interim price increases with Weatherproofing Technologies, Inc. an affiliate of Tremco CPG Inc. Effective June 01, 2022, due to exigent circumstances surrounding macro-economic market conditions (i.e., increase in raw material costs, labor, and freight), E&I has allowed an aggregate increase of 12.33%.
3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the last signature date below.

**WEATHERPROOFING TECHNOLOGIES, INC.,  
An affiliate of Tremco CPG, Inc.**

**E&I COOPERATIVE SERVICES, INC.**

DocuSigned by:  
  
Signature E75966E8B1D148B...

DocuSigned by:  
  
Signature 81C8F65B6DAC440...

Thomas Cummings  
Printed Name

Gary D. Link, C.P.M.  
Printed Name

President  
Title

Chief Solutions Officer  
Title

6/3/2022 | 3:05 PM EDT  
Date

6/3/2022 | 4:37 PM EDT  
Date

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
Vice President for Finance and Administration's  
Report

FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
INFORMATION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item:   

**Subject:** Vice President for Finance and Administration's Report

**Background Information and Summary:**

Dr. Gloria Walker, Vice President for Finance and Administration / CFO, will provide information on the following items:

- a. Financial Status Report / Quarterly Budget Review
- b. Quarterly Spend Report on Select IT-related Vendors
- c. Report on MWBE
- d. Compensation Study Update
- e. Project Updates – University Construction / Operations
- f. Deferred Maintenance Plan
- g. Master Plan Update

**Attachments:** Yes, for each item listed documents are provided.



**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**

**Vice President for Finance and Administration's  
Report**

- a) Financial Status Report / Quarterly Budget Review

**FLORIDA A&M UNIVERSITY**  
**Financial Status FY21-22 Quarter 4**

**FLORIDA A&M UNIVERSITY**  
**Financial Status FY20-21 Quarter 4**

Fund	Fund Name	FLORIDA A&M UNIVERSITY Financial Status FY21-22 Quarter 4				FLORIDA A&M UNIVERSITY Financial Status FY20-21 Quarter 4			
		Approved Budget	Encumbrances and Expenditures PeopleSoft as of 06/26/2022	Budget Status (Over) Under	Percent of Budget Expended %	FY20-21 Approved Budget	Encumbrances and Expenditures PeopleSoft as of 06/26/2021	Budget Status (Over) Under	Percent of Budget Expended %
	<b>Total Educational and General</b>	\$ 191,616,232	\$ 166,060,869	\$ 25,555,363	87%	\$ 191,907,731	\$ 169,599,606	\$ 22,308,125	88%
	<b>Total Auxiliary Enterprises</b>	\$ 53,190,295	\$ 36,033,791	\$ 17,156,504	68%	\$ 47,214,171	\$ 44,744,690	\$ 2,469,481	95%
	<b>Total Intercollegiate Athletics</b>	\$ 10,500,808	\$ 9,897,185	\$ 603,623	94%	\$ 6,503,487	\$ 5,403,880	\$ 1,099,607	83%
	<b>Total Concessions</b>	\$ 167,670	\$ 119,904	\$ 47,766	72%	\$ 71,790	\$ 19,043	\$ 52,747	27%
	<b>Total Technology Fee</b>	\$ 1,200,000	\$ 258,879	\$ 941,121	22%	\$ 1,840,117	\$ 1,655,183	\$ 184,934	90%
	<b>Total Student Activities</b>	\$ 3,552,422	\$ 3,333,294	\$ 219,128	94%	\$ 3,437,533	\$ 3,398,268	\$ 39,265	99%
	<b>Total Financial Aid</b>	\$ 47,274,234	\$ 37,820,409	\$ 9,453,825	80%	\$ 38,124,529	\$ 40,667,510	\$ (2,542,981)	107%
	<b>Total Contracts and Grants</b>	\$ 143,492,740	\$ 141,814,079	\$ 1,678,661	99%	\$ 108,373,788	\$ 74,260,711	\$ 34,113,077	69%
	<b>Grand Total</b>	\$ 450,994,401	\$ 395,338,410	\$ 55,655,991	88%	\$ 397,473,146	\$ 339,748,891	\$ 57,724,255	85%

**NOTES**

\*Salaries are encumbered for 12 months.

\*Financial Statements are in the process.

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
**Vice President for Finance and Administration's  
Report**

- b) Quarterly Spend Report / Quarterly Budget Review

# Quarterly Spend Report

## Fiscal Year 2022-2023

### Select IT-related Vendors: JULY 1, 2022 - AUGUST 31, 2022

<b>VENDOR/SUPPLIERS</b>	<b>CURRENT SPEND</b>	<b>YEAR TO DATE</b>
DATA SET READY, INC	\$ 146,082.20	\$ 146,082.20
PRESIDIO NETWORKED SOLUTIONS, LLC	\$ 126,383.96	\$ 126,383.96
SIGNAL HOUSE COMMUNICATIONS	\$ 860.00	\$ 860.00
<b>GRAND TOTAL:</b>	<b>\$ 273,326.16</b>	<b>\$ 273,326.16</b>

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**

**Vice President for Finance and Administration's  
Report**

- c) Report on MWBE

# FAMU MBE CERTIFIED MINORITY BUSINESS EXPENDITURE REPORT

## (5/1/22 – 8/31/22)

<b>CLASSIFICATIONS</b>	<b>Total spend</b>	<b>Percentage of Spend</b>
AFRICAN AMERICAN	\$ 732,638.41	5%
HISPANIC	\$ .00	0
ASIAN-HAWAIIAN	\$ 1,033.12	<1% *
NATIVE AMERICAN	\$ .00	0
AMERICAN WOMEN	\$ 293,617.67	1%
<b>CERTIFIED MBE SUBTOTAL:</b>	<b>\$ 1,027,289.20</b>	<b>6% (CMBE/GTOTAL)</b>
<b>NON-MBE SUBTOTAL:</b>	<b>\$ 15,157,604.30</b>	<b>94% (NON-MBE/GTOTAL)</b>
<b>GRAND TOTAL:</b>	<b>\$ 16,184,893.50</b>	

# Minority Business Enterprise (MBE) Tracker

## Fiscal Year 2022-2023\*

### FAMU Facilities Planning and Construction MBE/WBE Tracker Fiscal Year 2022-2023\*

MBE/WMBE Vendors	Total Minor Project Budget of \$750,000.00	Project Budget	Percentage of Work
DATA SET READY		\$165,592.66	22%
FLORIDA DEVELOPERS, INC. OF TALLAHASSEE		\$38,974.38	5%
PYRAMID CONSTRUCTION & DESIGN, INC		\$1,996.00	1%
SEVEN HILLS COMMERCIAL CLEANING & PAINTING		\$3,000.00	1%
WUH SERVICES LLC		\$28,000.00	4%
Ace Contracting		\$2,499.00	1%
<b>Total Value of Work</b>	<b>\$750,000.00</b>	<b>\$240,062.04</b>	<b>34%</b>
Phase II Bragg Memorial Stadium Project MBE/WBE Allocation	Total Construction Budget \$4,551,385.55	Project Scope of work Budget	Percentage of Work
Jackson Cook WBE		\$317,500.00	7%
Empire Fencing		\$5,927.80	1%
Mega Ace Media		\$7,200.00	1%
Florida Developer		\$47,002.72	1%
Smith Electrical		\$188,407.35	4%
<b>Total MBE/WBE</b>	<b>\$4,551,385.55</b>	<b>\$566,037.87</b>	<b>14%</b>

\*For period July 1 – August 30, 2022

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
Vice President for Finance and Administration's  
Report

d) Compensation Study Update



## Compensation Study Update

FAMU has entered into a contract with The Segal Company to conduct a Compensation Study. The newly hired Associate Vice President for Human Resources, Ms. Ella Kiselyuk, will be the University Project Manager for the compensation study. The study will commence as early as October 2022 with an 18-month timeline that comprises seven (7) phases.

The seven (7) phases of the Compensation Study are:

- Phase 1: Project Initiation / Discovery and Compensation Philosophy
- Phase 2: Job Structure and Documentation Review
- Phase 3: Competitive Compensation Market Assessment
- Phase 4: Benefits Study
- Phase 5: Salary Structure Development
- Phase 6: Create Implementation and Communications Strategy
- Phase 7: Present Final Results

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**

**Vice President for Finance and Administration's  
Report**

- e) Project Updates – University Construction / Operations

# Phase 2a - Bragg Memorial Stadium

<b>Project Status:</b>		<b>Budget: \$8,000,000</b>	<b>Date: 6/23/2022</b>
Project #:	Project Name:	University Project Manager:	<b>Project Status:</b>  <b>Construction</b>
BRFM 346	Bragg Stadium Renovation	Bodie Young / David Rosenfeld	
Design Status (% Complete):	Designer:	Substantial Completion Date:	
100%	Clemons Rutherford & Associates	August 31, 2022	
Construction Status (% Complete):	Contractor:	Occupancy Date:	
55%	Allstate Construction, Inc.	September 9, 2022	

Timely Completion Risk: Severe weather, material delays, COVID

Mitigation Strategy: Identifying critical path materials that could impact the schedule

PROJECT BUDGET VS. PROJECT CONTRACT VALUE		
Budget	\$ 8,000,000.00	100%
Contract Value	\$ 7,723,877.70	96.5%
Difference Remaining	\$ 276,122.30	3.5%

PROJECT COSTS TO DATE			
Description of Costs	Contract Value	Expenditures	Encumbrances
Construction Contractor	\$ 4,329,435.15	\$ 2,255,347.92	\$ 2,074,087.23
Design	\$ 382,075.15	\$ 319,787.13	\$ 62,288.02
Information Technology (IT)	\$ 278,768.80	\$ 1,125.00	\$ 277,643.80
Owner Direct Purchase of Construction Materials	\$ 2,733,598.60	\$ 2,723,576.26	\$ 10,022.34
<b>Total</b>	<b>\$ 7,723,877.70</b>	<b>\$ 5,299,836.31</b>	<b>\$ 2,424,041.39</b>
% of Budget	96.5%	66.2%	30.3%

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**

**Vice President for Finance and Administration's  
Report**

- f) Deferred Maintenance Plan

**Section 197 of HB 5001  
Deferred Building Maintenance Allocation  
State University System**

	<b>University</b>	<b>Allocated Amount</b>
1	Florida A&M University	\$26,910,864
2	Florida A&M University & Florida State University College of Engineering	\$855,000
3	Florida Atlantic University	\$17,847,700
4	Florida Gulf Coast University	\$5,050,421
5	Florida International University	\$30,798,655
6	Florida Polytechnic University	\$3,197,900
7	Florida State University	\$66,187,052
8	Florida State University, Panama City	\$5,000,000
9	New College of Florida	\$1,842,737
10	University of Central Florida	\$32,073,514
11	University of Florida	\$148,193,060
12	University of North Florida	\$17,610,555
13	University of South Florida	\$66,215,400
14	University of South Florida, St. Petersburg	\$6,571,638
15	University of West Florida	\$15,370,831
	<b>Total</b>	<b>\$443,725,327</b>

**State University System Deferred Building Maintenance Program**

Priority #	Project Title	Requested Funding Amount	Description of Project
<b>Florida A&amp;M University (FAMU)</b>			
1	SBI South Air Handler /Controls Upgrade	\$ 560,000	Upgrade and retrofit HVAC mechanical air handler units and BAS controls throughout the facility.
2	SBI South Exterior Window Replacement	\$ 1,400,000	Upgrade and Replace current exterior windows and window frames throughout building.
3	SBI South Restroom / Door Upgrades	\$ 462,000	Upgrade restrooms, interior doors, and stairwell doors throughout the facility. Retrofit restrooms petitions and fixtures to make these spaces compliant with current building code and ADA guidelines and accessible.
4	Perry/Paige Air Handler Upgrades	\$ 1,162,000	Upgrade and retrofit HVAC mechanical air handler units and BAS controls throughout the facility.
5	Foster-Tanner Music Fire Alarm Upgrade	\$ 210,000	Upgrade existing fire alarm system with new panel and addressable devices throughout the facility.
6	Foster-Tanner Music Electrical Switchboard and Panel Upgrades	\$ 231,000	Upgrade existing secondary electrical switchboard and panels throughout facility.
7	Foster-Tanner Music Electrical Switch Gear Upgrade	\$ 455,000	Upgrade existing medium electrical switch gear serving the electrical distribution system for the facility.
8	Foster - Tanner Music Mechanical System Upgrade	\$ 1,400,000	Upgrade and refurbish HVAC mechanical air handler units, reheat coils, exhaust fans, and BAS controls throughout the facility.
9	Southern Electrical Sub-station Upgrade	\$ 1,400,000	Upgrade electrical feeder and related equipment at South Electrical Sub-station.
10	Coleman Library Exterior (Roof Replacement)	\$ 1,400,000	Replace existing roof singles, access doors, lighting arrest system, and roof gutter systems.
11	Coleman Library - Mechanical System Upgrade	\$ 3,640,000	Upgrade and refurbish HVAC mechanical air handler units, reheat coils, cooling coils, exhaust fans, and BAS controls throughout the facility.
12	Foote-Hilyer Administration Center Mechanical Upgrade	\$ 3,500,000	Upgrade and refurbish HVAC mechanical air handler units, reheat coils, exhaust fans, and BAS controls throughout the facility.
13	Foote-Hilyer Administration Center Fire Sprinkler Upgrade and Extension	\$ 1,379,000	Upgrade and extend the existing fire sprinkler System throughout facility.
14	Foote-Hilyer Administration Center Roof and Gutter Replacement	\$ 973,000	Replace existing roof slate, flat roof membrane, and gutter system.
15	Foote-Hilyer Administration Center Exterior Water Proofing	\$ 322,000	Restore the masonry finishes, repoint mortar joints, and waterproofing exterior wall in specific areas.
16	Jackson Davis Hall - Mechanical Upgrade	\$ 448,000	Upgrade and replace current mechanical equipment and fan coil units throughout facility
17	Jackson Davis Hall - Fire Alarm System Upgrade	\$ 112,000	Upgrade fire alarm system and components throughout the facility.
18	Ware Rhaney - Mechanical Upgrade	\$ 980,000	Upgrade and refurbish HVAC mechanical air handler units, reheat coils, exhaust fans, and BAS controls throughout the facility.
19	University Commons - Building Automation System (BAS) Upgrade	\$ 189,000	Upgrade existing HVAC Building Automation System (BAS) throughout facility.
20	Gaither Gymnasium - Air Handler Duct and Insulation Upgrade	\$ 182,000	Upgrade and insulate existing air handler ducts and insulation.
21	Lewis-Beck - HVAC Building Automation System ((BAS) Upgrade	\$ 315,000	Upgrade existing HVAC Building Automation System (BAS) throughout facility.
22	B.L. Perry - Roof Replacement	\$ 525,000	Replace existing roof.
23	Gaither Office and Classroom - HVAC Building Automation System ((BAS) Upgrade	\$ 1,330,000	Upgrade existing HVAC Building Automation System (BAS) throughout facility.
24	Old POM Transition - Roof Replacement	\$ 196,000	Replace existing roof.

**State University System Deferred Building Maintenance Program**

Priority #	Project Title	Requested Funding Amount	Description of Project
25	SBI North and West - HVAC Building Automation System ((BAS) Upgrade	\$ 280,000	Upgrade existing HVAC Building Automation System (BAS) throughout facility.
26	Ware Rhaney - Electrical Upgrade	\$ 1,302,000	Upgrade the building's main electrical switchboard.
27	School of Architecture - Electrical Transformer Upgrade Electrical	\$ 1,960,000	Upgrade the building's main electrical transformer.
28	Gaither Gymnasium Exterior Stairs Upgrade	\$ 597,864	Upgrade/replace exterior metal stairs.

**Florida A&M University (FAMU) - Subtotal \$ 26,910,864**

**Florida A&M University (FAMU) & Florida State University (FSU) College of Engineering**

1	College of Engineering Renovation	\$ 855,000	Deferred Maintenance and Code Corrections
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**FAMU & FSU College of Engineering - Subtotal \$ 855,000**

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**

**Vice President for Finance and Administration's  
Report**

- g) Master Plan Update





## FAMU Campus Master Plan Update 2020-2030

- Stakeholder Engagement (Extended Input Period for Additional BOT Responses *May 2022*):
  - Finalized assessment of the stakeholder input summary document
  - Developed a draft facilities program for the master plan
  - Presented input findings to SLT for input
  - Preparing to issue survey to SLT to validate the program
- Completed design workshop with the SLT in August 2022 to validate the master plan facilities program and continue development of the physical master plan
- Development of Draft Master Plan (*September-October 2022*) based on SLT workshop input
  - Schedule workshop with student, faculty, and staff (*October – November 2022*)
  - Report back to BOT after completion of plan (*December 2022*)
- Transmit to state / local agencies for review and comment (*January/February 2023*)
  - Statute provides 90 days for review
  - Hold one informational meeting, noticed to the public (*February 2023*)
- Following state / agency review:
  - Two public hearings, notice to the public (*February/March 2023 and TBD*)
- Following meeting and hearings initiate negotiation of the Campus Development Agreement with the City of Tallahassee, FL (TBD)

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:  
Brooksville Project Update**

FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
INFORMATION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item: VI

**Subject:** Brooksville Project Update

**Background Information and Summary:**

Dr. Fred Gainous, Director of the Brooksville Agricultural and Environmental Research Station, will provide a summary and brief updates on projects to include their purpose, funding sources and amounts.

**Attachments:** Yes

1. Brooksville Project Updates (chart)

## BROOKSVILLE PROJECT UPDATES

Item #	PROJECT NAME	PURPOSE	FUND AMOUNT	FUND SOURCE
1	Brooksville Infrastructure Enhancements	To enhance the infrastructure at Brooksville to include tractors, small ruminant barns support for the construction of goat research center, drill new wells and install water lines, and purchase of haying equipment.	\$1.6 M	FL Legislature – FL Dept. of Agriculture & Consumer Services
2	Solar Farm	To establish a solar farm with storage capacity.	Estimated cost is between \$30 and \$50 M. The lease amount is \$850 per acre, with 2.5 percent annual escalation clause over 25 years, with two five-year renewal clauses.	FAMU-DUKE Energy Solar Farm
3	Goat Center Development (1890 Facilities Grant Program)	To build a goat center for research and herd improvement.	\$1.8 Million, PLUS \$350,000	FL Dept. of Agriculture and Consumer Services
4	<i>* To Support landowners &amp; research through conservation to increase USDA opportunities &amp; programs ** Equipment Conservation in FL, GA &amp; AL</i>	To provide an enhanced working environment and relationship between limited resource and Black farmers, in hopes of eliminating unnecessary issues and allowing the farmers to participate in USDA funding programs without cultural barriers.	\$1,854,200 -Total fund amount received as of 9/6/22 (*\$1,150,000 / **\$704,200)	US Dept. of Agriculture (USDA)/National Resources Conservation Service (NRCS)
5	Brooksville Training Program	To incorporate Science, Technology, Engineering and Mathematics (STEM) with course modules for Agricultural and Environmental Sciences for strong undergraduate and graduate quality education, while undertaking cutting edge research to accomplish its mission as a Research Station.	\$206,243 (Five Year Grant)	FAMU Title III Programs

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
**Student Housing Construction Plan**

FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
INFORMATION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item: VII

**Subject:** Student Housing Construction Plan

**Background Information and Summary:**

Dr. Gloria Walker, Vice President for Finance and Administration/CFO; Dr. William Hudson, Jr., Vice President of Student Affairs; and Attorney David Self, General Counsel's Office will present a summary of the proposed future plans for student campus housing.

**Attachments:** Yes

1. Student Housing Construction Plan Summary as of September 2022

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## Student Housing Construction Planning Summary

as of September 2022

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### ▪ Student Housing Planning Committee

- Representation (Current)
  - Dr. Gloria J. Walker - VP/CFO - Finance and Administration Division
  - Dr. William Hudson, Jr. – VP - Student Affairs Division
  - Mr. Robert Seniors – VP/CIO - Information Technology Services
  - Atty. David Self – Associate Attorney - Office of General Council
  - Dr. Erick Akins – Executive Director of Title III Programs
  - Ms. Delores Glover – Title III Special Project Coordinator
  - Mr. Chris Hessel – AVP – Facilities Planning and Construction
  - Ms. Mattie Hood – Director of Procurement
  - Mr. Kendall Jones – Ex. Director Plant Operations and Maintenance
  - Ms. Antoneia Roe – Associate Vice President for Student Affairs
  - Ms. Laureatte Scott – Facilities Planning and Construction – Director of Business Affairs
  - Mr. Craig Talton – Director of Facilities Planning and Construction and Sr. Project Manager
  - Dr. Jennifer Wilder – Director of Student Housing
  
- Frequency of Engagement – committee met August 25, 2022 and will begin meeting bi-weekly for the next two months, as may be needed.

### ▪ Background/History

The University published Invitation to Negotiate (“ITN”) 0001-2017 dated August 29, 2016 to solicit responses from pre-qualified entities obtained from the Request for Qualifications (“RFQ”) 008-2016. Construct Two Construction Managers Inc. (the developer) was awarded the project after the submission of its best and final offer in response to the ITN, which included a preliminary development plan contained in its Mixed-Use Main Street Program, other development components, and the demolition of aging housing facilities located around campus. Additionally, their proposal for the project included the replacement of 2100 beds in the University's student housing portfolio broken into multiple phases identified as Phase 1A – 700 Bed, Phase 1B – 700 Bed, and Phase 1C – 700 Bed consisting of housing suites: singles, doubles and apartment style.

The University decided to develop and construct the project in phases, starting with the design and construction of Phase 1A, which encompassed 700 beds and a dining facility of approximately 10,000 square feet of usable space. The University working with the developer incorporated several components of the Mixed-Use Main Street Program Project into the University’s Master Plan. Additionally, the University updated its Master Plan to include other technical information to further its study of the University’s housing stock.



▪ **Purpose and Need for Student Housing Market Study and Needs Analysis**

In late 2021, Florida A&M University (FAMU)/(University) hired Novogradac Consulting LLP to conduct a comprehensive student housing market study and needs analysis (study). Based on Novogradac Consulting LLP findings and as reported to the University’s Housing staff in January 2022, it was Novogradac Consulting LLP’s opinion that with a generally aging on-campus housing stock, and with the success of the recently built Towers and Polkinghorne Village, there is a potential demand for modern student housing for FAMU students. The study further noted that potential future development or renovation of student housing should be phased into existence based on the University’s projected enrollment trends through 2025. The study noted that 1,000 beds should be considered in the next development phase with 600 beds delivered by fall 2024 and an additional total of approximately 400 beds delivered by fall 2025. However, this study was completed and delivered before the state of the U.S. economy changed in spring 2022.

▪ **Study Recommendations**

The study recommended the University add 1,000 new beds to the Student Housing portfolio by FY2025. This was based on a calculated 35.6% new housing capture rate of 9,980 students discount by the number of fall 2025 graduate/PhD and unclassified student, part-time undergraduate students and number of students preferring to live off-campus and the number existing on-campus housing beds. With 35.6% capture rates, this yielded 1,000 new beds to be added. This resulted in a full-time student potential support base of 2,811 students. The study noted that the phased-in approach in which 600 beds by fall 2024 and 400 beds by FY2025.

**Projected Annual Fall Semester Enrollment**

Classification	2022	2023	2024	2025
Undergraduate	7,640	7,755	7,885	8,060
Graduate/PhD	1,830	1,860	1,890	1,920
<b>Total</b>	<b>9,470</b>	<b>9,615</b>	<b>9,775</b>	<b>9,980</b>
<b>Percent Change</b>	<b>3%</b>	<b>1.5%</b>	<b>1.7%</b>	<b>2.1%</b>

\*Actual Fall 2022 Enrolment – 9,029; Fall 2021 Enrollment – 8,968 (.7% increase) of 9/6/2022

<b>FAMU Housing System Analysis of Remaining Beds</b>					
		Year Built/		Design	Current
Building Description	Age Based on Yr. Built	<u>Major Renovation</u>	<u>Room Type</u>	<u>Capacity</u>	<u>Capacity</u>
Sampson	83/10	1938/2011	double	159	157
Young	92/10	1929/2011	single	80	79
Villages	7	2014	suite single	796	796
FAMU Towers	1	2020	suite double	700	700
Palmetto South Apartments	28	1993	3-bedroom double/ 4-bedroom single	356	356
Palmetto Phase III Apartments	24	1997	3-bedroom double/ 4-bedroom single	356	356
Total Beds				<b>2,447</b>	<b>2,444</b>

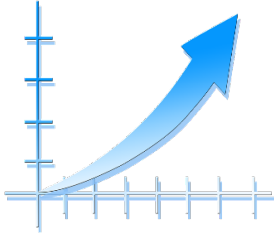
The study further recommended that older existing student housing facilities be demolished and replaced. Those facilities included Gibbs Hall (293 beds); Palmetto South (360 beds); Phase III Apartments (360 beds), which total 1,013 beds and be replaced as those facilities are demolished.

Last, the study recommended the types/designs of the new student housing. The study noted that there was a demand for modern student housing for FAMU students after surveying the students and the types of student housing around the city of Tallahassee. As such, the study recommended mix units types: shared bathroom like the current FAMU Tower; private (not shared bathrooms) for each bedroom; semi-private bathrooms shared with one or two individuals; and private bedrooms to share a bathroom for upper-class students.

The chart above does not include the acquisition of the Brooklyn Housing Complex, which consists of 116 beds. The acquisition is scheduled to close on October 12, 2022.

Then, the local market for on-campus student housing changed!

## ▪ Change in demand for on-campus student housing



- **Spring 2022:** State of the US economy changed
- **Increased local off-campus student housing rent rate**
- **Increased competition for limited off-campus housing opportunities**
- **Increased student demand for on-campus housing;** Shortage of available on-campus housing

Since the delivery of the comprehensive student housing study, the market has drastically changed in housing availability and rent rate. The market housing rent rate external to on-campus student housing increased by as much as 11.9% (apartmentlist.com) in Tallahassee. According to Apartmentlist.com, September 2022 is the fifth straight month that the city has seen rent increases after a decline in March. Tallahassee's year-over-year rent growth lags the state average of 13.2%, but exceeds the national average of 10.0%. This type of increase has driven more than 900 upper-class students back to on-campus housing for the fall 2022, which in turn produced a significant on-campus student housing shortage for first-time in college students who are required to live on campus. By late July 2022, the Residential Housing Department waitlist had reached over 765 students of which over 597 were first-time in college (FTIC) and first-time transfer students, and the department had to stop adding students to the list. Consequently, more than at least another 400-500 students were impacted due to the unavailability of on-campus housing beds. FAMU students had to scramble to find off-campus housing. Florida State University students were also seeking external off-campus housing; which ultimately reduced the availability of places to rent in addition to driving rent rates up. FAMU students who were not able to obtain on-campus housing are now waiting for the next wait list to open.

As a result of the increase in demand for on-campus student housing, increase in the University's FTIC (32.4% for fall 2022) population, and limited external housing opportunities, the staff proposes the acceptance of the study's recommendation with a modification that would accelerate the FY2024 plan instead of phasing in 600 new beds that 1,000 new beds (an increase of 400) be considered, and move forward in the constructing planning for the new 1,000 beds. Additionally, the staff proposes the Board of Trustees consider adding beds beyond the new 1,000 beds recommended in the study as the demand for on-campus housing and enrollment growth trend continue as anticipated.

## ▪ Description of Proposed Housing Construction Plan

### Design of Units

According to the study, the older traditional residence halls (Sampson and Young) should be replaced due to their obsolescence caused by age and design. Additionally, Gibbs Hall should

be demolished because it was determined to be severely unsafe, and this building has been closed and uninhabitable since 2019. However, because they are legacy buildings and have an iconic presence, the University may want to preserve and/or maintain their architectural character in newly designed housing buildings. Furthermore, new housing should be elevator serviced design, either low or midrise to complement the existing campus architecture, and this type of design will allow for operation with secure, and limited access entry, according to the study.

### **Type of Units**

The study recommended a mix of unit types. With the support from student surveys, focus groups, housing staff and facilities' maintenance staff, it was concluded that a mix of suites and apartment-style units with two to four-bedrooms, and with a mix of private bedrooms and shared bedrooms would best suit a new student development on campus.

Given the success of FAMU Towers, it was recommended that additional new housing at FAMU should offer semi-private bathrooms shared with one or two individuals as replacement housing for the other traditional residential halls. For upper-class students, recommended were private bedrooms with each room having a bathroom, similar to comparable off-campus student housing surveyed.

### **Unit Size**

Based on the review of the off-campus market and the existing on-campus housing stock, the study suggested apartment units that are at least 800 square feet for two-bedroom units, 1,050 square feet for three-bedroom units, and 1,200 square feet for four-bedroom units. These are net square footages. Accordingly, these sizes would allow new FAMU student housing to compete with off-campus options in Tallahassee.

### **Location**

Staffs recommend completing Phase II of FAMU Towers with an additional 700 beds, private bedrooms with private bathroom -10 beds; two-bedroom apartment style units – 200 beds; three-bedroom apartment style units – 90 beds. This will increase the number of beds by an additional 1,000 beds from 2,450 to 3,450 beds by FY 2024. As Gibbs Hall (293 beds); Palmetto South (360 beds); and Phase III Apartments (360 beds) facilities are demolished, replace those facilities with at least the same number of beds as early as possible, if not sooner.

### **▪ Financing Consideration**

The University desires to seek funding/financing for the potential construction and furnishings of new student housing units from the U.S. Department of Education's Historically Black Colleges and University Capital Financing Program. FAMU is also obligated to comply with the State University System of Florida's Board of Governors (BOG) Debt Management Guidelines (DMG) for all universities and their direct support organization (DSO) debt. Staff

will seek the Board of Governors' Finance and Facilities Department guidance and work with those staffs to ensure the University is compliant with state statutes, State Board of Administration (SBA) and State Division of Bond Finance (DBF) requirements in seeking funding/financing with the USDOE-HBCU Capital Financing Program. Additionally, staff will seek the HBCU Capital Financing Program's staff guidance on application processes, etc.

▪ **Proposed Plan of Action / Proposed Timeline**

The University seeks to add 1,000 beds to its student housing portfolio by FY2024 – FY24. To achieve this target, if approved, staff will have to adhere to an aggressive yet strategic timeline similar to the following:

<b>Anticipated Start Date</b>	<b>Description of Key Activity</b>
Week ending 9/9/2022	Housing System Deferred Maintenance Report due to Board of Governors annually and before requesting any additional housing system debt. Submitted FY22 report for approval 9/9/22; report was returned and will be re-submitted week ending 9/30/22.
Week ending 9/23/22	Review design and construction documents of Phase I FAMU Towers (700 beds) to possibly duplicate the design and construction methodology for Phase II FAMU Towers. Using the current design and construction plan, although we will solicit via an RFQ for a new general contractor, this will expedite the start and possible completion of construction by FY24.
Week ending 9/30/22	Staff prepare and issue Request for Qualification (RFQ) for programming, and architectural and engineering design professional services for programming and designing of 400-500 bed residence hall to be located on Gibbs Hall site and 700-bed mixed use apartment complex to be located on the Palmetto North site.
Week ending 10/28/2022	Evaluate and rank submitted responses to RFQ for programming, and architectural and engineering design professional services to present request to negotiate and enter in an agreement with highest ranked qualified vendor for Board of Trustees approval in December 2022 scheduled board meeting.
Week ending 12/01/2022	Staff prepare and issue Request for Proposal (RFP) for Construction Manager at Risk for general contractor(s) to work with selected architectural and engineer design team to deliver construction drawing and guaranteed maximum price for construction of the 300-bed mixed use apartment complex for student housing, and replacement of future demolished facilities' beds.
12/8/2022	Seek BOT approval to hire and negotiate contract for programming, and/or design service from highest ranked qualified programmer, and/or architectural and engineer service firm(s). Additionally, seek approval to demolish Gibbs Hall.
Week ending 1/6/2023	Approved programming, and architectural and engineering professional services vendor(s) to begin work.
Week ending 1/6/23	Work through the BOG Debt Management Guideline check list to ensure required documents are completed and delivered to the BOG 90 days before

	their board meeting, as required. Work through US Department of Education HBCU Capital Financing Program application processes.
Week ending 3/3/23	Evaluate and rank submitted responses to RFQ/P for CMAR construction services (general contractor(s) to present and seek approval of the BOT.

**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
**Stimulus Funding Expenditure Report to Date**

FLORIDA **A&M** UNIVERSITY  
 Board of Trustees  
 INFORMATION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item: VIII

**Subject:** Stimulus Funding Expenditure Report to Date

Florida A&M University (FAMU) received \$195,448,168 from the Department of Education under the Higher Education Emergency Relief Fund (HEERF). Funds allocated were awarded to FAMU under the following award notices:

Award Number	Area	Award Amount
• P425J200003	HBCU/HBGI	\$125,000,252.00
▪ P425F200295	Institutional	\$ 39,118,076.00
▪ P425E200135	Student Aid	\$ 31,323,840.00
<b>Grant Total</b>		\$195,448,168.00

Funds allocated under Coronavirus Aid, Relief, and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA), and American Rescue Plan (ARP) were allocated to FAMU to address COVID-19. Congress passed this bill that allotted \$2.2 trillion to provide fast and direct economic aid to the American people negatively impacted by the COVID-19 pandemic. Of the monies allocated, \$14 billion was given to the Office of Postsecondary Education as the Higher Education Emergency Relief Fund, or HEERF. Of the funds allocated, Florida A&M currently receives a total of \$195,448,168 in CARES/CRRSAA/ARP funding.

On August 16, 2022, the proposal presented at the BOT retreat on August 11, 2022, was submitted to the Department of Education seeking approval to purchase real property. Submission of the proposal is part of the approval process for the purchase of property.

**Areas of Funding and Potential Areas of Funding**

**Student Support**

Student Counseling Services  
 Student Conduct and Conflict Resolution  
 Student Disability  
 Student Financial Support

**Academic Instruction & Support Services**

Classroom Upgrades/Instructional Technology/Lab Modernization  
 Faculty Training  
 Short-term Staffing to Support Student Learning Assessment, and Instruction  
 Technology, Software and Equipment for Academic Instruction  
 Academic and Student Success Support Services  
 Textbook Initiative



FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
INFORMATION ITEM

**Technology Enhancements**

Short-term Staff/Consultants  
Electrical Infrastructure  
Monitoring Center  
Campus-Wide Computing Upgrades

**Operational Costs**

PPE & Sanitation Equipment  
Contracted Services  
Build Automation/Classroom Seating  
Mobile Work Management  
COVID19 Screening, Testing, Monitoring and Managing Framework  
Facilities Enhancements/Utilities for Testing Site  
PPE Advancement Software Support  
PPE Advancement - Temp Salary  
PPE Advancement - Temp Operations  
Other Activities Related to COVID-19  
Indirect Cost  
Purchase of Real Property

**Attachments:** Yes

1. Stimulus Funding Expenditure Report to Date

NOTE: The attached spreadsheet summary details the expenditures, encumbrances and pre-encumbrances for the three stimulus awards (HBCU/HBGI; Intuition; and Student Aid) received by Florida A&M University.



**Florida Agricultural and Mechanical University  
Board of Trustees**



**Information Item:**  
**Budget, Finance and Facilities Committee**  
**Action Plan 2022-2023**

FLORIDA **A&M** UNIVERSITY  
Board of Trustees  
INFORMATION ITEM

**Budget, Finance and Facilities Committee**

Wednesday, October 5, 2022

Agenda Item: IX

**Subject:** Budget, Finance and Facilities Committee Action Plan 2022-2023

**Background Information and Summary:**

Trustee Kimberly Moore will provide anticipated action and information items to be presented at future committee meetings through August 2023. This is a living document that will be revised as needed.

**Attachments:** Yes

1. Budget, Finance and Facilities Committee Action Plan 2022-2023 (as of 9-8-2022)

# FLORIDA **A&M** UNIVERSITY

## Budget, Finance and Facilities Committee Action Plan

2022-2023

Rev. 9-8-22

Meeting Date	Information Items	Action Items	Due Date
September 22, 2022 Special Meeting	N/A	a. University Carryforward Spending Plan b. Fixed Capital Outlay Budget	a. 9-30-22 to BOG b. 10-1-2022 to BOG
October 5-6, 2022	<ol style="list-style-type: none"> <li>1. Financial Status Report/Quarterly Budget Review</li> <li>2. Quarterly Spend Report on Selected IT-related Vendors</li> <li>3. Report on MWBE</li> <li>4. Compensation Study Update</li> <li>5. Project Updates – University Construction/Operations</li> <li>6. Master Plan Project Update</li> <li>7. Deferred Maintenance Plan</li> <li>8. Brooksville Project Update</li> <li>9. Student Housing Construction Plan</li> <li>10. Stimulus Funding Expenditure Report to Date</li> <li>11. Budget, Finance and Facilities Committee Action Plan</li> </ol>	a. Tremco Inc. Roofing Systems Contract	a. 10-1-2022 to BOT  <ol style="list-style-type: none"> <li>1. Quarterly to BOT</li> <li>2. Quarterly to BOT</li> <li>3. Quarterly to BOT</li> <li>4. Quarterly to BOT</li> <li>5. Each BOT Meeting</li> <li>6. Each BOT Meeting</li> <li>7. As needed</li> <li>8. As needed</li> <li>9. N/A</li> <li>10. Each BOT Meeting</li> <li>11. Annually</li> </ol>
December 7-8, 2022	<ol style="list-style-type: none"> <li>1. Compensation Study Update, if needed</li> <li>2. Project Updates – University Construction/Operations (including Student Housing Construction Progress)</li> <li>3. Master Plan Update</li> <li>4. Stimulus Funding Expenditure Report to Date</li> </ol>	<ol style="list-style-type: none"> <li>a. Carryforward for Activities and Service Fees (pending Financial Statements- October 31, 2022)</li> <li>b. Student Housing Construction Proposal to Proceed with A/E and General Contractor</li> <li>c. Campus-wide Utility Infrastructure Project Advertisement for Architect/Engineer RFQ</li> <li>d. Deferred Maintenance Project Advertisement for Architect/Engineer RFQ</li> </ol>	<ol style="list-style-type: none"> <li>a. Annually</li> <li>b. TBD</li> <li>c. TBD</li> <li>d. TBD</li> </ol>
February 15-16, 2023	<ol style="list-style-type: none"> <li>1. Financial Status Report/Quarterly Budget Review</li> <li>2. Quarterly Spend Report on Selected IT-related Vendors</li> <li>3. Report on MWBE</li> <li>4. Compensation Study Update, if needed</li> <li>5. Project Updates – University Construction/Operations (incl. Student Housing Construction)</li> <li>6. Master Plan Update, if needed</li> <li>7. Stimulus Funding Expenditure Report to Date</li> </ol>	a. Accounts Receivables Write-offs	a. Annually (before June 30)

# FLORIDA **A&M** UNIVERSITY

## Budget, Finance and Facilities Committee Action Plan

2022-2023

Rev. 9-8-22

Meeting Date	Information Items	Action Items	Due Date
April 19, 2023 (Zoom)	<ol style="list-style-type: none"> <li>1. Report on MWBE</li> <li>2. Project Updates – University Construction/Operations (incl. Student Housing Construction)</li> <li>3. Master Plan Update</li> <li>4. Stimulus Funding Expenditure Report to Date</li> </ol>	a. TBD	a. TBD
May 11, 2023 (Zoom)	<ol style="list-style-type: none"> <li>1. Financial Status Report/Quarterly Budget Review</li> <li>2. Quarterly Spend Report on Selected It-related Vendors</li> <li>3. Compensation Study Update, if needed</li> <li>4. Project Updates – University Construction/Operations (incl. Student Housing Construction)</li> <li>5. Master Plan Update, if needed</li> <li>6. Stimulus Funding Expenditure Report to Date</li> </ol>	a. TBD	b. TBD
June 7-8, 2023	<ol style="list-style-type: none"> <li>1. Compensation Study Update, if needed</li> <li>2. Project Updates – University Construction/Operations (incl. Student Housing Construction)</li> <li>3. Master Plan Update, if needed</li> <li>4. Stimulus Funding Expenditure Report to Date</li> </ol>	<ol style="list-style-type: none"> <li>a. Amendment to Regulation 3.017, Schedule of Tuition &amp; Fees</li> <li>b. 2023-2024 Preliminary Operating Budget</li> <li>c. Five-year Capital Improvement Plan (CIP) and 2023-2024 Fixed Capital Outlay Legislative Budget Request</li> <li>d. 2023-2024 Architectural / Mechanical / Electrical / Plumbing / Construction Management Service Continuing Service Contract</li> </ol>	<ol style="list-style-type: none"> <li>a. Annually after BOG instruction &amp; 30-day notice</li> <li>b. TBD</li> <li>c. TBD</li> <li>d. TBD</li> </ol>
August 2-3, 2023/September 2023 (Retreat)	<ol style="list-style-type: none"> <li>1. Financial Status Report/Quarterly Budget Review (for fiscal year ending 6/30/2023)</li> <li>2. Quarterly Spend Report on Selected It-related Vendors</li> </ol>	<ol style="list-style-type: none"> <li>a. 2023-2024 Final Operating Budget</li> <li>b. Carryforward Spending Plan</li> <li>c. FY2023-2024 Fixed Capital Outlay Budget</li> </ol>	<ol style="list-style-type: none"> <li>a. TBD by BOG</li> <li>b. TBD by BOG</li> <li>c. TBD</li> </ol>

**Florida Agricultural and Mechanical University  
Board of Trustees**



## **Supplemental Document**

- List of Contracts > \$100,000

## Contracts over \$100,000 for May 2022 – July 2022

### **1. Contractor: Presidio Networked Solutions, LLC. (Piggyback)**

Contract #: C-0005-23

Contract Start Date: July 5, 2022

Contract Expiration Date: June 30, 2023

Contract Amount: This amount will not exceed \$990,000.00 over the term of the contract.

This contractor will provide Data Communication Products and Services for FAMU, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Mr. David Rosenfeld**

### **2. Contractor: (FSM) Facility Solutions & Management, LLC. (Piggyback)**

Contract #: C-0504-22

Contract Start Date: May 10, 2022

Contract Expiration Date: April, 2025

Contract Amount: This amount will not exceed \$250,000.00 over the term of the contract.

This contractor will provide building Automation Systems Controls and Related Services for FAMU, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Ms. Stephanie Fisher**

### **3. Contractor: Asset Works, LLC. (Piggyback)**

Contract #: C-0426-22

Contract Start Date: June 1, 2022

Contract Expiration Date: March 23, 2027

Contract Amount: This amount will not exceed \$175,000.00 over the term of the contract.

This contractor will provide software license, hardware and related services for FAMU, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Ms. Stephanie Fisher**

### **4. Contractor: Johnson Controls Fire Protection LP**

Contract #: C-0527-22

Contract Start Date: July 1, 2022

Contract Expiration Date: April 22, 2022

Contract Amount: This amount will not exceed \$500,000.00 over the term of the contract.

This contractor will provide COVID testing services for FAMU College of Law, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Ms. Stephanie Fisher**



**5. Contractor: Staging Dimensions, Inc.**

Contract #: C-RFP 0004-2022

Contract Start Date: June 6, 2022

Contract Expiration Date: June 30, 2022

Contract Amount: This amount will not exceed \$117,645.50 over the term of the contract.

This contractor will provide water resources and engineering construction services for FAMU, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Ms. Stephanie Fisher**

**6. Contractor: MGM Countertops**

Contract #: ITN 0007-2022

Contract Start Date: May 27, 2022

Contract Expiration Date: September 30, 2022

Contract Amount: This amount will not exceed \$712,540.00  
0.00 over the term of the contract.

This contractor will provide countertops for FAMU Housing in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Mr. Kendell Jones**

**7. Contractor: Pro Sound**

Contract #: C-0573-22

Contract Start Date: February 2, 2021

Contract Expiration Date: June 30, 2024

Contract Amount: This amount will not exceed \$77,000.00 over the term of the contract.

This contractor will provide a Sound System for FAMU Lee Hall, in accordance with the referenced contract.

**Funding: Facilities Planning and Construction, Ms. Stephanie Fisher**